

## REMARKS

### I. 35 U.S.C. §112

In the Office Action, the Examiner has rejected Claims 1-7 under 35 U.S.C. § 112, second paragraph as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention.

Applicant respectfully disagrees. However, Applicant has cancelled Claims 1-7. New Claims 8-14 remove the term "applying for an application for payment" and now use the term "submitting a request for payment". Applicant respectfully submits that the above term is now clear and not redundant. Thus, Applicant respectfully submit that new Claims 8-14 overcome the 35 U.S.C. § 112, second paragraph rejection. Such action is earnestly solicited.

### II. 35 U.S.C. §102(e)

In the Office Action, the Examiner has rejected Claims 1-2 under 35 U.S.C. § 102 (e) as allegedly being anticipated by Ingram, U.S. Publication US2002/0077967. Applicant respectfully disagree.

Applicant now claims:

A method for the application and payment of construction loans between lenders and builders comprising:

- establishing a loan website on a host server;
- selecting a desired lender from a list of lenders to obtaining credit approval by a builder from the desired lender;

- entering and submitting electronically information related to the construction project to the desired lender;

determination of approval of construction loan by the desired lender;

entering additional construction information if the construction loan is approved, the construction information comprising a list of sub-contractors, suppliers, contract labor, and the like, and a budget for each sub-contractor, supplier, contract labor, and the like;

calculating a difference between the budget and an actual cost for each sub-contractor, supplier, contract labor, and the like;

submitting a request for payment; and

transferring monetary funds after request for payment is submitted and approved.

Applicant's claimed invention allows one to select a desired lender from a list of lenders to obtaining credit approval by a builder. Thus, Applicant's invention allows the builder to apply with a lender that may have the best available rate. Applicant's invention further allows one to apply with multiple lenders. In contrast, Ingram does not disclose that a builder may chose a desired lender from a list of lenders. Ingram only discloses that the loan administration system has a borrower, a lender, an inspector and an administrator. Nowhere is it disclosed or anticipated in Ingram that the loan administration system allows one to select a desired lender from a list of lenders to obtaining credit approval by a builder.

To further differentiate Applicant's claimed invention from the prior art, Applicant's claimed invention allows for each part of the construction project to be assigned as a sub-contractor, supplier, contract labor, and the like, and a budget for each sub-contractor, supplier, contract labor, and the like to be inputted. Applicant's claimed invention will then calculate a difference

between the budget and an actual cost for each sub-contractor, supplier, contract labor, and the like. Ingram does not disclose the ability to perform the above function.

To further differentiate Applicant's claimed invention from Ingram, if there is a difference between the budget and the actual cost, Applicant's claimed invention allows one to enter the difference between the budget and an actual cost for each sub-contractor, supplier, contract labor, and the like to a contingency fund if desired if the difference is a surplus; and to deduct the difference between the budget and an actual cost for each sub-contractor, supplier, contract labor, and the like from a contingency fund if desired if the difference is a deficit (New Claim 12). Ingram does not disclose the ability to perform the above function.

For the above reasons, Applicant respectfully submits, that the Examiner's rejections under 35 U.S.C. § 102(e) has been effectively traversed. Such action is earnestly solicited.

## **II. 35 U.S.C. §103(a)**

In the Office Action, the Examiner has rejected Claims 2-7 under 35 U.S.C. § 103 (a) as allegedly being unpatentable over Ingram, U.S. Publication US2002/0077967 in view of Ockman, U.S. Patent 4,700,318. Applicant respectfully disagree.

As stated above, Ingram fails to disclose or anticipate that a builder may chose a desired lender from a list of lenders. Ingram only discloses that the loan administration system has a

borrower, a lender, an inspector and an administrator. Nowhere is it disclosed or anticipated in Ingram that the loan administration system allows one to select a desired lender from a list of lenders to obtaining credit approval by a builder.

Ingram also further fails to disclose or anticipate the ability to list all sub-contractors, suppliers, contract labors, and the like, and a budget for each sub-contractor, supplier, contract labor, and the like to be inputted. Applicant's claimed invention will then calculate a difference between the budget and an actual cost for each sub-contractor, supplier, contract labor, and the like.

To further differentiate Applicant's claimed invention from Ingram, if there is a difference between the budget and the actual cost, Applicant's claimed invention allows one to enter the difference between the budget and an actual cost for each sub-contractor, supplier, contract labor, and the like to a contingency fund if desired if the difference is a surplus; and to deduct the difference between the budget and an actual cost for each sub-contractor, supplier, contract labor, and the like from a contingency fund if desired if the difference is a deficit (New Claim 12).

The Examiner contends that Ockman discloses the ability to enter one of budget, subcontractor, supplier, or contract labor for each work item submitted; and the entering monetary amounts for each work item submitted. Applicant respectfully disagree. Ockman only discloses the ability to input cost information. Ockman dos

not disclose the ability to calculate difference between the budget and an actual cost for each sub-contractor, supplier, contract labor, and the like. Ockman also fails to disclose the ability to enter the difference between the budget and an actual cost for each sub-contractor, supplier, contract labor, and the like to a contingency fund if desired if the difference is a surplus; and to deduct the difference between the budget and an actual cost for each sub-contractor, supplier, contract labor, and the like from a contingency fund if desired if the difference is a deficit (New Claim 12).

For the above reasons, Applicant respectfully submits, that the Examiner's rejections under 35 U.S.C. § 103(a) has been effectively traversed. Such action is earnestly solicited.

## **II. Conclusion**

Applicant respectfully submit that Applicant's claimed invention is deserving of patent protection because it describes a useful and functioning apparatus which is patentably distinguishable over the prior art.

In conclusion, Applicant respectfully submit that this Amendment Letter, in view of the Remarks offered in conjunction therewith, are fully responsive to all aspects of the objections and rejections tendered by the Examiner in the Office Action. Applicant respectfully submit that he has persuasively demonstrated that the above-identified Patent Application, including Claims 8-14 are in condition for allowance. Such action is earnestly solicited.

If the foregoing does not place the case in condition for immediate allowance, the Examiner is respectfully requested to contact the undersigned for purposes of a telephone interview.

If there are any fees incurred by this Amendment Letter, please deduct them from our Deposit Account NO. 23-0830.

Respectfully submitted,



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